REQUEST FOR PROPOSAL

For

ANNUAL POWER BOAT CHAMPIONSHIP RACE

City of Key West

RFP No. 006-19

FEBRUARY 2019

Prepared by:

City of Key West
1300 White Street
Key West, Florida 33040

INFORMATION TO PROPOSERS

SUBJECT:	REQUEST FOR PROPOSALS RFP NO. 006-19 ANNUAL POWER BOAT CHAMPIONSHIP RACE
ISSUE DATE:	February 4, 2019
MAIL OR SPECIAL DELIVERY REPONSES TO:	CITY CLERK CITY OF KEY WEST 1300 WHITE STREET KEY WEST, FL 33040
DELIVER PROPOSALS TO:	SAME AS
ABOVE PROPOSALS MUST BE RECEIVED:	March 6, 2019
NOT LATER THAN:	3:30 P.M. LOCAL TIME

DAVID SERMAK
PURCHASING AGENT
CITY OF KEY WEST

REQUEST FOR PROPOSAL

Sealed Proposals for the City of Key West RFP No. 006-19 **ANNUAL POWER BOAT CHAMPIONSHIP RACE**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:30 pm on March 6, 2019** and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

Please submit two (2) originals and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside either "PROPOSAL FOR RFP No. 009-19 ANNUAL POWER BOAT CHAMPIONSHIP RACE" addressed and delivered to the City Clerk at the address noted above.

The City of Key West is seeking proposals to provide annual boat race events in Key West Harbor. The City will consider proposals that include a broad range of business, financial and organizational structures and relevant experience in event management, while providing these services.

Documents may be requested from DemandStar at www.demandstar.com or by calling 1-800-711-1712 or at www.cityofkeywest-fl.gov.

A **pre-proposal meeting** will be held in the City Manager's conference room at 1300 White Street, Key West, Florida on **February 22, 2019 at 2:00 P.M.** **Meeting attendance in person or via telcon is mandatory.**

Dial in using phone.
United States: +1 (571) 317-3112 **Access Code: 405-383-013**

The Proposer will be required to furnish documentation showing that he/she is in compliance with applicable licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents.

All insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the services contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent successful Proposer to perform the size and type of services specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the CITY to evaluate the Proposer's qualifications.

For information, clarification or to ask questions concerning the proposed services, please contact Greg Veliz, Assistant City Manager, by email only at gveliz@cityofkeywest-fl.gov. The City's "Cone

of Silence" Ordinance 2-773 does not allow verbal communications.

As stated above at the time of the Proposal submittal the Proposer must provide satisfactory documentation of State Licenses. The Proposer shall furnish documentation showing that he/she is in compliance with the licensing requirements, with City licenses procured within ten days of the award. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The City may reject proposals for any of the following reasons: (1) for budgetary reasons, (2) if the Proposer mis-states or conceals a material fact in its proposal, (3) if the proposal does not strictly conform to the law or is non-responsive to the proposal requirements, (4) if the proposal is conditional, (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any proposal.

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Attachments

A Proposal Checklist
B Qualifications Statement - General
C Draft Contract
D Insurance Requirements
E Local Vendor Cert. Pursuant to CKW Ord. 09-22 Sect. 2-798
F Indemnification Affidavit
G Anti-Kickback Affidavit
H Public Entity Crimes Affidavit
I Non-Collusion Declaration and Compliance Affidavit
J Cone of Silence Affidavit
K Equal Benefits for Domestic Partners Affidavit

Appendices

a. Truman Waterfront Park - Event Planning Figure

1. Project Description

The City of Key West is seeking proposals from parties interested in hosting activities consistent with the Key West World Championship Powerboat Race. The City will consider qualifications that include a broad range of business, financial, and organizational structures and relevant experience in event and facilities management. The winning bidder will be considered as the 'RACE PROMOTER'. Please see definitions for descriptions of 'Race Promoter', and 'event organizer', terms used throughout the RFP. (Please see Engineering Note on Page 23.)

1.1.1 Race Village at Truman Waterfront Park

The Truman Waterfront Park and Amphitheater is owned by the City of Key West and is located within the Truman Waterfront Park in Key West, Florida. The open-air covered stage measures 60 x 40 feet. Refer to attached site plan for facility layout. The "Amphitheater Site" generally includes the facility as well as the Grass Parking area located directly across the street (Quay Road), as identified on the TWP – Event Planning figure. Features include:

- On-site boat ramp
- Concrete staging area for cranes
- ADA accessible walkways and ramps
- Site utilities for electric power supply
- Small restroom with adequate space to accommodate temporary portable toilets based on size of event
- Support space for Race Village
- Vendor space including electrical service
- RV parking to accommodate boat crews
- Paved handicap parking and grass priority/VIP parking
- Grass area for bike/scooter parking
- Transit drop off

The Truman Waterfront property is zoned Historic Residential Commercial Core 4 (HRCC-4), under which the City noise ordinance requires that decibel levels at the property line must be equal to or below 85dBA or 94 dBA between hours of 11am and 2:59am. The CITY desires that the use of the Truman Waterfront Facility will strike a balance that allows for race enjoyment without unreasonable disturbance to the surrounding community, so some hours of use may be limited by the City.

1.1.2 Race Management Qualifications

The City of Key West seeks a strategic, creative and passionate association to provide management of Annual Power Boat Race. It is the goal of the City to retain an organization that will develop and implement a plan to best utilize the Truman Waterfront facilities to the benefit of the community and local businesses alike. The plan should include developing a schedule of events to include, but not limited to, Race Schedule, Boat Parade, Welcome Party, Boat Testing, etc. The City desires an association that has broad-based experience with race and event management to create entertaining, lively, safe, and lucrative experiences at the Annual Boat Races. The successful company will have the proven ability to manage a broad range of events, understand long-term planning, and have the ability

to identify and secure sponsorship funding while creating and marketing programs to attract attendance of the Annual Boat Races. Demonstrated experience in working with a public agency or governmental entity is a plus, especially with the United States Coast Guard, and United States Navy.

It is the intent of this RFP to identify an independent company that will organize and manage the overall annual Boat Race event. The City of Key West expects the managing company to work independently; however, the City will maintain a level of oversight in event activities. The City of Key West reserves the right to have input on the overall strategy and may assist in outreach to stakeholders to help events succeed. The selected association will have open and frequent communication with the City and will coordinate for City support services. Please provide a sample or previous 'Safety Plan' with RFP, and any Safety Reports provided to/received by the United States Coast Guard for previous races.

1.1.3 Anticipated Scope of Services

The Race Management Company will work independently to ensure proper operation of the event while minimizing City involvement in event operations. The Race Promoter will be responsible for the administration, financial management, marketing/outreach, venue operations, and coordination with City services.

Administration

The Race Promoter will prepare and coordinate a master calendar of Boat Race activities, events, bookings and venue operations as reserved by event organizers, which shall be categorized by the type of use.

The categories of use may include Large, Medium and Small ticketed events, as well as community-based events. The calendar needs to incorporate annual City events that may impact use of the Amphitheater and surrounding Truman Waterfront Park grounds.

For each Event, the Race Promoter, in conjunction with event organizer, will determine all aspects of the venue set up and desired contracted services. A proposed plan addressing traffic, waste management, security, sound levels and desired City support services will be submitted to the City by the Race Promoter for compliance with pre-established parameters developed in conjunction with the City. The plan must include CITY coordination and any additional approvals that may be necessary.

The Race Promoter is responsible for but not limited to talent, advertising, sponsorships, cost of all contracted and City services and venue fees.

Financial Management

The Race Promoter will submit a financial management plan for the City's approval. The plan will include a five-year operational financial forecast/proforma, which will be updated annually. The Race Promoter will provide annual financial reports to the City. Key performance indicators will be established so that operations are financially stable and business plan goals are met. It is anticipated that all race events will be charged a fee based on a rate structure developed by the Race Promoter. The fee will be commensurate with the market rate for the various proposed uses, but will also consider overall benefit and contribution to the community. The Race Promoter will provide a competitively ranked proposal on venue use fees and ticket surcharges as the basis for payment for use

of the Truman Waterfront Facility. Additional revenue sharing, performance guaranties, and any other sources of revenue that will accrue to the financial benefit of the City of Key West may be considered; however, it is not the intent of the City to rely on percentage of the sale of food, beverages and merchandise for revenue. The Race Promoter will collect all up-front fees and settlement with event organizers following each event. The Race Promoter will provide a financial accounting of each event and submit payment to the City as required pursuant to the Race management agreement.

*Unlike previous events, there will be no financial cap, or any City subsidy, for the Race Promoter in which the City will augment costs. The Race Promoter is responsible for all costs associated with the event.

The Race Promoter will be responsible for developing and implementing a plan to increase revenues over time, including, but not limited to, soliciting event sponsorship. Many race events have been able to obtain multi-year sponsors which can make up a large component of event income. Therefore, securing such long-term sponsorship will be an important responsibility of the Race Promoter.

Venue Operations

The Race Promoter will coordinate with the City for the facility usage. The Race Promoter will develop Standard Operating Procedures for Venue reservations and operation and will work with the City to develop/modify agreements, establish insurance requirements and necessary forms for Event related services. The Race Promoter will assemble and maintain a listing of service providers which may be contracted to provide necessary services. The participating event organizer will be solely responsible for negotiating and contracting for such services, which may include but are not limited to:

- Ticketing/box office operations
- VIP Services
- Pre-post show VIP event
- Security/Race Control
- Event Staff
- Food and Beverage Vendors
- Merchandise Vendors
- Seating-set up and take down
- Transportation/wayfinding; Traffic/parking plan and control
- Site Control: barricades, gates, points of entry
- Portable Sanitation
- Cleanup on site and affected neighborhood areas
- Trash/ recycle on site and in neighborhood travel routes
- Perform an after-event review of City improvements to check for damages

The Race Promoter shall comply with all CITY rules, regulations, and procedures governing the operation of the VENUE and require all professional entertainment to comply with any noise ordinance enacted by the CITY. The Race Promoter shall ensure event organizers obtain a Special Events Permit, as necessary.

City Services

The Race Promoter will act as liaison for event organizers to plan and coordinate with the City for

services which may include:

- Police
- Fire
- EMS/ First Aid
- Permits, Licenses
- Noise Exemption/Control/Monitoring

Information and Instructions to Proposers

Project: **ANNUAL POWER BOAT CHAMPIONSHIP RACE - RFP No. 006-19**

This RFP is issued to provide prospective Proposers with information, guidelines, and rules to prepare and submit a Qualifications Proposal. The submittal must satisfy all criteria established in this RFP to qualify for an award, unless it is waived by the CITY as an informality, technicality, or irregularity, at CITY's sole discretion.

1.2.1 Definitions

"Evaluation Panel" - The CITY will create an Evaluation Panel (EP) consisting of professional members, its staff, and other agencies, as necessary, to evaluate proposals.

"CITY" or "OWNER" - City of Key West, Florida.

"RACE PROMOTER" – The RFP bid winner, and overall in-charge of event.

"EVENT ORGANIZER" – Sub-category for separate events held during the event, i.e. VIP Party, Concert held at Amphitheatre as approved by the RACE PROMOTER and City as an official event during Race Week, organized by a third party.

"Proposer" - The official entity submitting a proposal in response to this RFP.

"Proposal" - The Proposer's written response to this RFP offering to provide the specified services. It shall be considered as a formal offer and shall be valid for a period of 120 calendar days from the date that Qualifications and Proposals are opened.

"Request For Proposals (RFP)" - A formal written solicitation for sealed proposals to provide requested services, in which qualifications presentations, qualifications, experience, and compensation are among the main selection criteria.

1.2.2 Invitation

This invitation is extended to all qualified individuals or firms, including joint ventures and partnerships that can provide the requirements specified herein. Proposals should be prepared simply and economically, addressing the requirements in a straightforward and concise manner. The requirements presented in this solicitation represent the CITY's anticipated needs.

1.2.3 Reservation of Rights

The issuance of this RFP constitutes only an invitation to present Qualifications proposals. The CITY reserves, holds and may in its sole discretion exercise any or all of the following rights and options

with respect to this RFP:

1. Determine if Proposer's Statement of Qualifications satisfactorily meets the criteria established in this RFP;
2. Seek clarification from any Proposer submitting a proposal;
3. Reject any or all proposals in accordance with Section 1.2.15;
4. Re-advertise, issue, and solicit for other proposals;
5. Cancel this solicitation at any time with or without the substitution of another proposal;
6. Supplement, amend or otherwise modify this proposal; and,
7. Waive any minor irregularity or informality on any matter to the extent not prohibited by law.

The CITY reserves the right to modify the Scope of Work to be considered for this project. The CITY shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP or otherwise.

1.2.4 Pre-Proposal Conference

A **Mandatory** (in person or teleconference) pre-proposal meeting will be held in the City Manager's Conference Room at 1300 White Street, Key West, Florida on February 22nd, 2019 at 2:00 P.M. Proposers shall submit written questions in accordance with Section 1.2.5.

1.2.5 Questions, Interpretational Addenda

Prospective Proposers shall promptly notify the CITY in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Proposal Documents.

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Proposers concerning the proposals must be submitted in writing either through email, or mail. Any written inquiries must be received by CITY no later than ten (10) calendar days prior to the scheduled date for receipt of proposals. Questions will be answered in writing by the CITY and made available to all registered RFP holders. See also Section 1.2.18.

Questions should be sent to:
City of Key West
1300 White Street, Key West, FL 33040
Attn.: Greg Veliz, Assistant City Manager
Email: gveliz@cityofkeywest-fl.gov

1.2.6 Access to Site

On request, the CITY will provide access to the site to allow prospective Proposers to conduct such investigations and tests as may be deemed necessary to submit proposals. Proposers shall schedule such access in advance by contacting:

City of Key West
1300 White Street, Key West, FL 33040
Attn.: Marcus Davila, Director Community Services
Email: mdavila@cityofkeywest-fl.gov

1.2.7 RFP Documents

This RFP contains the Scope of Services and Appendices providing information/documents including:

- Truman Waterfront Park - Event Planning Figure

No information obtained from any officer, agent or employee of the CITY on any such matter, shall in any way affect the risk or obligation assumed by the successful Proposer, or relieve the Proposer from fulfilling any of the conditions of the Contract.

It is the responsibility of the Proposer to ensure that all pages and all addenda are received. All Proposers are advised to closely examine this package. Any questions regarding the completeness of this package and any addenda thereto should be immediately directed to the CITY contact.

The CITY assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documentation. The CITY, in making copies of the RFP Documentation available on the above term, does so only for the purpose of obtaining Proposals for the Work to be performed and does not confer a license or grant for any other use.

1.2.8 Examination Site

Proposers must satisfy themselves by personal examination of the Key West Truman Waterfront Facility and by thorough examination of related information identified in the Proposal Documents and all requirements of the Work to be performed. At no time after the submission of a proposal shall the Proposer dispute or complain of such estimate or the nature or the amount of Services to be furnished. Proposers shall be familiar with, and all work shall comply with, all federal, state and local laws, ordinances, codes, rules and regulations that in any way affect the cost, progress or provision of the Services. Failure on the part of Proposers to thoroughly familiarize themselves with applicable laws, ordinances, codes, rules and regulations will in no way relieve them from the responsibility included in the applicable laws, ordinances, codes, rules and regulations. Additionally, the Key West Truman Waterfront will be inspected before and after the event, by both the City and Promoter representatives, to ensure that any damage to the Truman Waterfront from the event participants is documented and repaired at the sole cost of the promoter. This will include, but not limited to, damage to the landscaping, real property and surrounding area. The promoter will also be responsible for the participants adherence to the City's applicable laws, ordinances, codes, rules and regulations during the event. This includes, but is not limited to; parking, including the illegal blocking of handicap parking spaces; use of generators and electrical hookups, and blocking parking lots and streets. It is important for the promoter to understand that participants should not consume all areas that are used by the public to enjoy the Truman Waterfront and the Event.

By submission of a proposal, the Proposer affirms that:

1. He/she has read and understands the RFP Documents, inclusive of the Scope of Services, and the Proposals submitted are made in accordance therewith; and,

2. The Proposer has visited the site and familiarized himself/herself with the local conditions under which the work is to be performed.

The submission of proposals will constitute an incontrovertible representation that the Proposer has complied with every requirement of the Instructions to Proposers, that without exception the proposals are premised upon performing the Services required and that this RFP is sufficient; in scope and detail to indicate and convey an understanding of all terms and conditions for

performance of the services. Proposers shall not be entitled to any additional compensation based upon alleged differing conditions that in the opinion of the CITY shall have been reasonably anticipated at the time of preparation of the proposals.

1.2.9 Interpretations and Addenda

Proposers shall carefully examine the Request for Proposal documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY in writing prior to the submittal deadline as stated in Section 1.2.13. Failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision.

In general, no answer will be given to prospective Proposers in reply to an oral question if the question involves an interpretation of the intent or meaning of the RFP. Any information given other than by means of the RFP, including Addenda as described below, is given informally for informational purposes and for the convenience of the Proposers only and is not guaranteed. The Proposer agrees that such information, interpretations, corrections, or changes will not be binding and shall not be used as the basis of, nor shall the giving of any such information entitle the Proposer to assert, any claim or demand against the CITY on account thereof.

When solicitation revisions to the RFP are deemed advisable or become necessary, including changes to the deadline for proposal submission, they shall be answered only in the form of written addenda posted on Demand Star and the City of Key West website (http://www.cityofkeywest-fl.gov/). Please contact Demand Star at http://www.demandstar.com or the City of Key West website http://www.cityofkeywest-fl.gov/ or call 1-800-711-1712 to obtain addenda. All addenda so issued shall become a part of the Contract Documents.

All addenda issued must be acknowledged. Prospective Proposers are advised to contact the CITY prior to the solicitation deadline to ascertain the existence and number of any addenda issued. Failure of any Proposer to receive or to acknowledge receipt of any addenda shall not relieve such Proposer from any terms, conditions and obligations under its proposal as submitted.

Prior to submission of its proposal, the Proposer shall ascertain that it has received all addenda issued.

1.2.10 Preparation and Submission of Proposals

Qualifications Proposals must be submitted in separately sealed envelopes or boxes by the deadline indicated in this solicitation. The outside of the sealed envelopes or boxes shall be marked "SEALED PROPOSAL"; identified by the name of the Proposer; project name; RFP number; and the Proposer's return address. The CITY assumes no responsibility for proposals not properly marked.

Two (2) copies of each proposal shall be submitted (one marked “original” and one marked “copy”), and two (2) flash drives, each shall contain one PDF file each of the full response.

The Qualifications Proposal shall not exceed 25 double side pages not including required City forms.

Failure to comply with these requirements may be considered grounds for declaring the submittal non- responsive.

The Proposer shall provide the information requested in the proposal documents. All proposals must be in legible/readable format in computer form, typewritten or executed in ink. All documents requiring execution by an officer or employee having authority to bind the company or firm must be

executed in ink. Signatures shall be required as follows:

1. Proposals by a corporation must be manually executed in the corporate name by the President or Vice President (or other corporate officer, accompanied by written evidence of binding signatory authority). The corporate seal must be affixed and attested by the Corporate Secretary or Assistant Corporate Secretary.

2. Proposals by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.

3. Attorneys-in-Fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.

Please respond concisely to each of the requirements or questions as set forth in the proposal documents. Each requirement or question shall be responded to separately, with the requirement or question preceding each response. Proposals shall be on 8.5" x 11" format included in a loose-leaf binder with section dividers as required further herein. All proposals must include the provided forms. Proposals on Proposer letterhead; or quotation forms will not be accepted. Proposals submitted by facsimile transmission shall not be accepted.

The proper delivery of the proposal to the CITY is solely and strictly the Proposer's responsibility. The CITY cautions Proposers to assure actual delivery of proposals either hand-delivered or mailed via U.S. mail or overnight courier, directly to the CITY prior to the deadline set for opening proposals. The CITY shall not be responsible for delays, caused by the United States Postal Service, other delivery companies or services, or any other occurrence. Proposals submitted by certified or registered mail, not received by CITY at the time of the Proposal Opening will not be honored.

Receipt of a proposal by any CITY office, receptionist, or personnel other than CITY CLERK does not constitute "delivery" as required by this solicitation.

The proposal delivery time will be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late proposals will be returned to the Proposer unopened with the notation: "This proposal was received after the delivery time designated for the receipt of proposals."

1.2.11 Withdrawal of Proposal

Proposers may withdraw their submitted proposal by notifying the CITY via telegraphic or written communication at any time prior to the proposal submittal deadline. The written request must be signed in a manner identical with the proposal being withdrawn.

1.2.12 Modifications of Proposals

Proposers may not modify their proposals after the date(s) and time(s) designated for the receipt of proposals.

Proposers may modify a proposal already submitted by delivering a telegraphic or written communication to the place where proposals are to be submitted at any time prior to the proposal submittal deadline. The written request for modification must be duly executed and signed in a manner identical with the proposal being.

1.2.13 Alternative Proposals

While Proposers are expected to provide proposals that fulfill the obligations and requirements imposed by this RFP, **the City encourages alternative proposals reflecting creativity (e.g., outside the box) of the Proposer.**

Oral or telephonic proposals or such modifications to proposals submitted will not be considered.

Nothing contained herein shall place a duty upon the CITY to reject proposals or award a contract based upon anything other than its sole discretion as described herein.

1.2.14 Acceptance/Rejection of Proposals

Selection shall be in accordance with F.S. 287.055. The CITY may reject proposals for any and/or all of the following reasons:

1. For budgetary reasons,
2. If the proposer misstates or conceals a material fact in its proposal,
3. If the proposal does not strictly conform to the law or is non-responsive to the proposal requirements,
4. If the proposal is conditional, or
5. If a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY.

The CITY further reserves the right to reject the proposal of any Proposer that previously failed in the proper performance of an award, or to deliver on time a contract of a similar nature, or who has been suspended or debarred from doing business with the CITY, or who is not in a position to perform properly under this award. The CITY reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing.

Reasonable efforts will be made to either award the Contract or reject all proposals within 90 calendar days after proposal opening date. A Proposer may not withdraw its proposal unilaterally before the expiration of 90 calendar days from the date of proposal opening. A Proposer may withdraw its proposal after the expiration of 90 calendar days from the date of proposal opening by delivering written notice of withdrawal to the City Clerk prior to award of the Contract by the City Commission.

More than one proposal from an individual, firm, partnership, joint venture, corporation, or association under the same or different names will not be considered. If the CITY believes that any Proposer is included in more than one proposal, all proposals in which such Proposer has an interest will be rejected. If the CITY believes that collusion exists amongst the Proposers, all such collusive proposals will be rejected.

The CITY reserves the right to award to that Proposer which, in the opinion of the CITY, will be in the best interest of and/or the most advantageous to the CITY. Minor irregularities, informalities and technicalities in a proposal may be waived by the CITY. A minor irregularity or informality is a variation from the solicitation that does not affect the Proposal or does not give a Proposer an advantage or benefit not enjoyed by other Proposers, and does not adversely impact the interests of the CITY.

1.2.15 Proposal Development Costs

Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a proposal to this solicitation. All information in the proposal shall be provided at no cost to the CITY.

1.2.16 Disclosure

Upon receipt, sealed proposals are exempt from public disclosure until such time as the CITY provides notice of a decision or intended decision or within 30 days after proposal opening, whichever is earlier. Thereafter, all proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers claiming exemptions to disclosure provided by law must provide at the time of the proposal submittal the specific statutory authority for the claimed exemption, identifying the specific data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Unless exemption is established, proposals will thereafter be made available for public inspection at the Office of the CITY.

Proposers shall disclose all material facts with its proposal submission pertaining to any felony conviction or any pending felony charges in the last three years anywhere in the United States against:

1. Proposer;
2. Any business entity related to or affiliated with Proposer; or,
3. Any present or former executive employee, officer, director, stockholder, partner or CITY of Proposer or of any such related or affiliated entity.

This disclosure shall not apply to any person or entity that is a stockholder owning less than 20% of the outstanding shares of a Proposer whose stock is publicly owned and traded.

Proposer shall also disclose any civil conviction or pending civil litigation involving contract performance during the last three years anywhere in the United States against the Proposer or any business controlled by or affiliated with Proposer.

The CITY may reject, at its sole discretion, any Proposer it finds to lack honesty, integrity or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity or moral responsibility. The CITY's finding may be based on the disclosure required herein, the CITY’s own investigation, public records, or any other reliable source of information. The CITY may also reject any Proposer failing to make the disclosure required herein. By submitting a proposal, Proposer recognizes and accepts that the CITY may reject any proposal at its sole discretion. The Proposer waives any claim it might have for damages or other relief arising from the rejection of its proposal, or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal. Please also see F.S. Section 287.133 referenced in Section 1.2.22 of this document.

1.2.17 Award and Execution of Contract

Proposers acknowledge that this solicitation or the proposal does not constitute a contract with the CITY. No contract is binding or official until the CITY and its funding agents approve a contract. The CITY intends to enter into contract agreements with one Proposer, based on the selected proposal and the agreements attached to the RFP.

Where applicable, discrepancies in the Proposal shall be resolved as follows:

1. Discrepancies between prices written in words and prices written in numbers will be resolved in favor of prices written in words.

2. Where proposals have erasures or corrections, each erasure or correction must be in ink and initialed in ink by the Proposer.

The CITY may conduct such investigations as it deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Proposers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents.

The Proposer to whom the award is made shall, within fifteen (15) calendar days, not including Sundays, and legal holidays, after receiving notice of award, provide evidence of any required insurance and, if determined applicable by the CITY, negotiate any remaining items for consideration in the contract documents. Failure to execute the contract and/or to provide evidence of any required insurance shall be just cause for annulment of the award. Award may then be made to the next highest ranked Proposer, or the RFP may be re-advertised, at the CITY's discretion.

If within fifteen (15) calendar days, not including Sundays and legal holidays, after issuance of Notice of Contract Award, the successful Proposer refuses or otherwise neglects to execute the required written contract, the Proposer's Proposal may be rejected and negotiations commenced with the next highest ranked firm.

No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer or as a defense to any action.

1.2.18 Tax Exempt Status

The CITY is a political subdivision of the state of Florida. The CITY is the governing authority and, as such, is exempt from paying sales and use taxes imposed by the state, and federal and state taxes for tangible personal property. Proposers must note that they will be responsible for the payment of all taxes and that the costs thereof are included in the prices stated in the Proposal.

1.2.19 Laws, Codes, and Regulations

Proposers are notified that all applicable federal and state laws, municipal and County ordinances, and the rules, regulations, resolutions, policies, and procedures of the CITY, and any other authority, having jurisdiction over any part of the project shall apply to the solicitation and the contract throughout, and are deemed to be included in this solicitation/contract the same as though herein written.

If any discrepancy or inconsistency shall be discovered between the Request for Proposal and any law, code, ordinance, regulation, order of decree, Proposer shall immediately report the same in writing to the CITY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the Proposer was unaware of or failed to investigate the rules, codes, regulations, statutes, and ordinances of all applicable governmental agencies having jurisdiction over the proposed services.

1.2.20 Conflict of Interest

All Proposers must disclose with their Qualifications Proposal the name of any officer, director, or agent who is also an employee of the CITY. Further, all Proposers must disclose the name of any CITY employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

1.2.21 Public Entity Crimes Statement (F.S. 287.133)

As provided in Florida Statute 287.132-133, by submitting a proposal, or entering into a contract, or performing any work in furtherance thereof, the Proposer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the state of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a). This certification shall be included as part of Package No. 1 Qualifications Proposal. See Attachment H.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voided or subject to immediate termination by the CITY, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The CITY, in the event of such termination, shall not incur any liability to the Proposer for any work or materials furnished.

1.2.22 Subcontractor and Supplier Information

Proposers shall list proposed major subcontractors (and/or subconsultants) and suppliers to be used, to include name, mailing address, phone number, fax number, web-site address (if available), e-mail address (if available), type of work subcontracted. The Proposer shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each subcontractor, person or organization. If after due investigation the CITY has reasonable objection to any proposed subcontractor, supplier, person or organization, the CITY may, before Notice of Award, request the successful Proposer to submit an acceptable substitute. The CITY reserves the right to make a determination as to the foregoing.

If the apparent successful Proposer declines to make any such substitution, the CITY may award the Contract to the next highest-ranking Proposer that proposes to use subcontractors, suppliers and other persons and organizations acceptable to the CITY. Failure to make requested substitutions does not constitute grounds for forfeiting the Proposal Security of any Proposer. Any subcontractor, supplier, other person or organization listed and to whom the CITY does not make a written objection prior to issuing the Notice of Award will be deemed acceptable to the CITY, subject to revocation. No acceptance by the CITY of any such subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY to reject defective work/services, materials or equipment not conforming to the Contract Documents.

Proposer shall not change any subcontractors without just cause and approval by the CITY. No Proposer shall be required to employ any subcontractor supplier, other person or organization against whom the Proposer has a reasonable objection.

1.2.23 Insurance

The successful Proposer shall, at its sole expense, provide and maintain in full force and effect

throughout the term of the Contract, all insurance coverage as set forth in Attachment D and with insurers and under forms of policies acceptable to the CITY. Evidence of appropriate insurance coverage shall be provided as an attachment to the Proposal. Proposers may fulfill this requirement by having their insurance agent either:

- Complete and sign an insurance certificate which meets all of the requirements as provided in this RFP; or,
- Issue a letter on the insurance agency's stationery stating the Proposer qualifies for the required insurance coverage levels and that an insurance certificate will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the state of Florida. Failure of the CITY to notify the Proposer that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the Proposer's responsibility to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance shall not constitute approval of the amounts or types of coverage listed on the certificate. The successful Proposer shall provide evidence certifying that all insurance is in full force and effect; and such evidence shall include provisions that the insurance shall not be canceled, expire or be materially changed without giving the CITY at least thirty (30) days advance notice by registered mail.

Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities, may be grounds for rejection of the proposal and rescinding of any ensuing contract.

1.2.24 Non-discrimination Clause

It is the express policy of the CITY that the CITY shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, gender, age, marital status, sexual orientation or disability.

1.2.25 Limitation of Liability

Any legal action to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the alleged negligent or wrongful act or omission of any employee of the CITY acting within the scope of his/her office or employment is subject to the limitations specified in Florida Statute 768.28.

No officer, employee or agent of the CITY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

The CITY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

1.2.26 Contract with Third-Parties

The Proposer shall not enter into any contractual agreement with a third party for performance of any conditions under this RFP without the express written approval of the CITY.

1.2.27 Assignment

The Proposer's proposal, if accepted, resultant contract, and any permits required for performance of the Contract shall not be assigned, conveyed, or otherwise disposed of without permission of the City Commission by Resolution.

1.2.28 Local Vendor Preference

Proposers are hereby informed that local vendor preference is given to responsive and responsible Proposers meeting the definition of local business pursuant to section 2-798 which permits the award to a qualified local Proposer, if within five percent of the lowest proposal submitted. However, the ranking of Qualifications of the local Proposer would also need to result in the highest score in order to be considered for the contract award.

1.2.29 Domestic Partner Benefits

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a proposal process shall provide benefits to domestic partners of its employees on the basis as it provides benefits to employee spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become the contract may be retained by the City.

1.2.30 E-Verify

Executive Order 11-116, signed May 27, 2011 by the Governor of Florida, requires Department of Economic Opportunity contracts in excess of nominal value to expressly require Contractors to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Agreement term; and

2. Include in all subcontracts the requirement that subcontractors performing work or providing services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9. Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Dept. of Homeland Security's E- Verify system can be found at: https://www.uscis.gov/e-verify

If Contractor does not have an E-Verity MOU in effect. Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

1.3 **Proposal Checklist** (see Attachment A)

Attachment A provides a proposal checklist.

1.4 **Qualifications Statement** (see Attachment B)

Attachment B provides the Qualifications Statement form to be completed by the Proposer.

1.5 Evaluation Criteria

The CITY will convene an Evaluation Panel to conduct a review and ranking of Proposals submitted in response to the Request for Proposal. The Evaluation Panel will consist of a minimum of three (3) designated CITY staff and/or selected representatives of the CITY. The Evaluation Panel may be assisted by the following non-panel individuals:

1. Reference Verifier - contacts and verifies references listed in the Statement of Qualifications and reports to the Evaluation Panel on findings on fact.
2. Financial and Surety Advisor(s) - reports to the Evaluation Panel on the sufficiency and quality of financial information and creditworthiness, as well as and insurance documentation submitted with a Qualifications Proposal.
3. Contact Person - serves as an information conduit between CITY staff, the Proposers and the Evaluation Panel.
4. Legal Representative - advises the Evaluation Panel on questions of law that may arise and ensures that the Panel, its members, and the actions and decisions of the panel do not violate existing law or CITY rules, regulations, policies and procedures.

Evaluation of the Proposal which includes qualifications and experience from each Proposer shall be based on evaluation criteria and procedures established within this document. The Evaluation Panel shall evaluate and score the two parts of the proposal from each Proposer and establish the final ranking of submittals received.

1.5.1 Qualifications Presentation

The Proposal and required attachments shall be submitted to the CITY on or before the due date stated in the RFP solicitation. The Proposer must identify any portions of the submittal that are proprietary. The contact person will review the submittals and make provisions for withholding proprietary documents from public record.

Each member of the Evaluation Panel will receive a packet containing the Qualifications Proposal of each Proposer. The Evaluation Panel will review and score the Qualifications Proposals according to the scoring criteria which follows. The Proposer shall ensure that the required elements of the

similar project descriptions and personnel experience are adequately explained in the text with emphasis on how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

1.5.2 Evaluation Panel Process

The Evaluation Panel is subject to the state law and CITY rules and regulations. Florida Statute Section 286-011 ("Government in Sunshine Law") requires that any meeting (including telephone conversations) between two or more members of a public board or commission, for the purpose of discussing any matter on which foreseeable action may be taken by the board or commission, must be publicly noticed and open to attendance by the general public.

Meetings of the Evaluation Panel shall be as follows:

- Initial Orientation Meeting: Within two (2) weeks of the date of receipt of Proposals (following Public Noticing), the Panel members will receive a copy of each Qualifications Proposal. The Panel members will select a Chairman. If retained, the Reference Verifier, Contact Person, Financial/Security Adviser, and Legal Representative will be identified.

  After the initial meeting, each Panel member will have one (1) week to independently review the Qualifications Proposals for scoring in accordance with the established evaluation criteria. Questions or comments a Panel member has relative to any Proposal shall be directed to the Contact Person. Additional meetings of the Panel may be convened to initiate discussions or to develop and direct requests for information to one or more of the Proposers, the Legal Consultant, the Reference Verifier, the Financial and Security Advisor(s), or CITY staff.
- Ranking Meeting(s): After the Panel members have completed their individual evaluations, the Panel will reconvene following Public Noticing to score and conduct a ranking of the Qualifications Proposals. The Chairman will total and average the scores of each Panel member and calculate the score for each Proposer. This will establish a numeric ranking for each Proposer based on the Qualifications Proposal and attachments.

- Final Ranking: The Evaluation Panel shall recommend contract award to the Proposer with the highest total score. This action will end the duties of the Evaluation Panel.

1.5.3 Basis of Scoring

Evaluation of a Proposal will be based on a competitive selection process. The qualification and experience of the proposing Race Promoter and key personnel, approach the broker will take in providing the services being requested, and the proposed financial management plan will be considered in the selection process. The City reserves the right to award the contract to a Proposer who will provide the best overall match to the RFP requirements and who will best serve the City's interests. Proposals received by City will be reviewed by the evaluation committee, evaluated, and ranked based upon the following criteria. Final award will be made by the City Commission.

A ranking of Proposers submitting, with higher point totals being desirable, shall be based on weighted scoring criteria for the Proposals below. Proposals are encouraged to address each selection criteria with documents such as; safety plan, financial management plan, reference letters, etc.

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Proposed Methodology and Approach to Administrative and Financial Management Plan for Annual Power Boat Championship Race	30	
Financial Impact to the City	30	
Race Promoter Experience and Qualifications of Firm	30	
Representative Race Promoter Client References	10	
Total Points	**100**	

ENGINEERING NOTE: Construction of Phase IB at the Truman Waterfront (Building 1287, Soccer Field, Tree Grove, etc.) will start October 2019 and last approximately 18 months. Anticipate heavy construction interference for any November 2020 races. The City will work with the Promoter and Construction Company to minimize disruption during this period.

Attachment A

Proposal Checklist

PROPOSAL CHECKLIST

1. _____PROPOSAL

In addition to Proposal, Bidders shall execute and include the following with Package:

- Local Vendor Certification – Attachment E
- Indemnification Form – Attachment F
- Anti-Kickback Affidavit – Attachment G
- Public Entity Crimes Form – Attachment H
- Non-Collusion Declaration and Compliance - Attachment I
- Cone of Silence Affidavit – Attachment J
- Equal Benefits for Domestic Partners Affidavit – Attachment K

Failure to include the above forms may result in a determination that the proposal is non-responsive.

Attachment B

Qualifications Statement

Qualification Statement - General

(Include with Proposal Qualifications in a separate package from Package No. 2 and in Sealed Envelope)

1. Legal Name, Address, and Telephone Number:

   _____

   _____

2. Check one: Corporation _____; Partnership _____; Individual _____

3. If a Corporation, State:

   Date of Incorporation: _____

   State in which Incorporated: _____

Name and Title of Principal Officers	Date of Assuming Position
_____	_____
_____	_____
_____	_____

   If an Out-of-State Corporation, currently authorized to do business in Florida, give date of such authorization.

4. If Partnership:

   Date of Organization: _____

   Nature of Partnership (General, Limited, or Association):

   Name and Address of Partners:

   _____

   _____

   _____

   _____

5. If an Individual, State – Name and Address of Owner:

   _____

   _____

Attachment C

Draft Contract

A G R E E M E N T

THIS AGREEMENT is made by and between the CITY OF KEY WEST, FLORIDA, a municipal corporation, hereinafter referred to as "City" and _____, a _____ corporation, hereinafter referred to as "XXX".

W I T N E S S E T H:

WHEREAS, XXX desires to hold an annual event commonly referred to as the Key West World Power Boat Championship at the Truman Waterfront in the City of Key West; and

WHEREAS, the parties desire to set forth their mutual understanding in a formal Agreement; and

WHEREAS, XXX requires the provision of additional or extraordinary support services from City in order that said the said event may be held in Key West, Florida; and

WHEREAS, this longstanding annual event stimulates significant economic investment in the City of Key West supporting local businesses.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein, it is mutually agreed between City and XXX as follows:

1. Term:
The term of this agreement shall be for five (5) years commencing on the ___ day of _____ , 2019, and shall apply to the Key West World Championship activities to be held during the years 2019 through 2024, inclusive.

2. Demised Area:
XXX shall have the use of the Truman Waterfront as shown on the attached Exhibits, hereinafter referred to as the “Demised Area”. City reserves the right, upon 180 days notice, to re-locate the event to a comparable sized area in the Truman Waterfront during construction or upon completion of the park improvements. In the event that XXX does not agree with the re-location, XXX shall have the right at its sole option and as its sole remedy, to terminate this agreement, within 30 days of the receipt of the re-location notice.

3. Use:

a) XXX may utilize the Demised Area for the purposes of holding activities consistent with the Key West World Power Boat Championship.

b) XXX shall coordinate its use of the Demised Area with all applicable entities owning properties surrounding the Demised Area such to provide

for minimum business disruption. In no circumstance shall XXX's use of the Demised Area negatively affect ingress and egress to the Truman Waterfront.

c) XXX will comply with all laws and city ordinances governing use of city property, including but not limited to, consumption of alcohol, noise control and exemptions, and will obtain any and all necessary permits, including special event permits, licenses and/or approvals that may be required.

d) Each year, at least 120 days before the event, XXX shall supply the City the schedule of events for that year, which schedule shall be attached as Exhibit "J" to this Agreement. Provided, however, the said schedule and related activities shall be in be in substantial conformity with the following:

A. Race Village at Truman Waterfront Park, first Sunday through second Sunday of Race Week between 9:00 AM to 5:00 PM (Days 1 – 8) with race teams arriving at 5:00 AM

1. All boats will be arranged on the leased property in accordance with the map attached hereto as Exhibit "A".
2. All vendors will be arranged on the leased property in accordance with the map attached hereto as Exhibit "A".
3. The entrance gate to the paid parking areas and the parking lots shall be located on the leased property in accordance with the map attached hereto as Exhibit "A".
4. Security within the Race Village will be provided as determined by the City Manager and Police Chief based on demand for service and prior years' experience.
5. A manned fire pumper truck shall be provided on an as-needed basis during fueling operations, as determined by the Fire Chief, in the Race Village beginning on Tuesday and through Sunday of Race Week.

B. Boat Parade on Duval Street, first Sunday of Race Week (Day 1)

1. The exact route of the procession starting at 4:00 PM and ending at approximately 6:00 PM will be as indicated on the map attached hereto as Exhibit "D".

2. XXX shall contract and pay for law enforcement officers to ensure traffic control and the safety of the participants. The parade procession must have a law enforcement escort vehicle at the front and at the rear of the procession.

3. Security along the parade route will be provided as determined by the City Manager and Police Chief based on demand for service and prior years' experience.

4. Trash and recycling receptacles shall be placed at the staging area and at suitable locations throughout the parade route to ensure adequate collection.

C. Welcome Party for U. S. and International Teams at Truman Waterfront Park, Monday of Race Week (Day 2)

1. Please refer to Exhibit "B" for event location on the US Navy Outer Mole Pier.

D. Testing for Race Boats Tuesday, Thursday and Saturday of Race Week (Days 3, 5 and 7)

1. Please refer to Exhibit "A" for locations of boat launch and fueling areas.
2. Please refer to Exhibit "C" for locations of U.S. Coast Guard Sector Key West approved race courses for testing and competition during both good and inclement weather conditions.
3. Security on the race course to prevent spectator traffic will be provided by the Police Marine Boat if requested by the U.S. Coast Guard.
4. Fire Services on the race course will be provided by the Fire Marine Boat if requested by the U.S. Coast Guard.

5. Ambulance Service by the City is required on the US Navy Outer Mole during race testing.

E. Race Day Events, Wednesday, Friday and Sunday of Race Week (Days 4, 6 and 8)

1. Please refer to Exhibit "A" for locations of boat launch and fueling areas.
2. Please refer to Exhibit "C" for locations of U.S. Coast Guard Sector Key West approved race courses for testing and competition during

both good and inclement weather conditions.

3. Security on the race course to prevent spectator traffic will be provided by the Police Marine Boat if required by the U.S. Coast Guard.
4. Fire Services on the race course will be provided by the Fire Marine Boat if required by the U.S. Coast Guard.
5. Ambulance Service by the City is required on the US Navy Outer Mole during race days.

F. Duval Street Party on Friday of Race Week (Day 6)

4. Payment for City Services

a) Attached hereto as Exhibit "G" is City's good faith estimate of costs for City services for the power boat race events approved under this Agreement. It is understood this good faith estimate is based on actual services provided by the City previous Key West World Championship events and the information provided by previous promoters for previous years as represented in Exhibit “F”.

b) City will provide to XXX an itemized invoice of actual costs incurred for all services rendered in connection with the events approved by this Agreement.

c) XXX will remit payment to City within forty-five (45) days of invoice date for those services itemized on the invoice with the understanding XXX will remit payment directly to all contracted off-duty law enforcement officers and fire department personnel. Private licensed security services acceptable to the City where appropriate.

d) XXX shall make arrangements for privately contracted clean-up services to assist with the clean-up during the entire power boat race events. XXX may make arrangement with City for City Services to assist with clean up.

5. Additional Provisions.

a) The City department spokesperson or contact person providing the services shall immediately advise the City Manager of any necessary action to add extra labor or equipment.

b) XXX will provide portable toilets to be available to event attendees during all events, as required by the city manager or designee.

c) City will provide extra trash receptacles for use during the events. XXX shall pay costs for extra pick-ups and disposal charges for the referenced trash receptacles. Cardboard trash receptacles are not permitted. In each instance that result in closure of a street, XXX shall provide additional garbage cans. XXX will arrange for private trash and recycle receptacles for both the Truman Waterfront and US Navy Outer Mole Pier.

d) XXX will adhere to the recycling plan of the City of Key West, which provides that one (1) recycling container for every one (1) trash barrel will be used and that they be placed side by side.

e) City may provide clean-up crews to remove all litter resulting from the events, with costs of said clean-up to be paid by XXX.

f) XXX will pay City for electric services as estimated by the City or Keys Energy no later than 45 days after XXX ceases use of the Demised Area each year of the event.

g) No vendors are permitted in the pedestrian right-of-way or allowed to block any intersections in either the Truman Waterfront Park , US Navy Outer Mole Pier or Eco-Discovery Center/NOAA facility at any time and are subject to relocation or removal by the City.

h) Outside of the Truman Waterfront, XXX agrees to keep one lane of all streets open at all times during the events to allow access to any areas of the streets for emergency vehicles. Within the Truman Waterfront, two full lanes of traffic will be maintained through the park.

i) XXX will be responsible for any damage to City property as a result of the event. XXX will repair any such damage at its sole cost and expense to pre-event conditions acceptable to the City.

j) XXX may begin using the Truman Waterfront Park starting on the Monday prior to the race week and ending the Friday following race week.

k) The City will make reasonable efforts to block cruise ships on race days and race testing days at the US Navy Outer Mole Pier. The City cannot block out cruise ships at the privately owned Pier B or publicly owned Mallory Square Pier.

l) The key contacts for the City to this agreement are the City Manager, Assistant City Manager of Operations, and Director of Port and Marine Services.

m) XXX will provide the City with a race schedule at least

120 days prior to the event for discussion and approval as relates to the use of the Truman Waterfront Park and U.S. Navy Outer Mole Pier. See Exhibit "J".

6. Security Deposit

XXX agrees to provide a security deposit in the amount of $10,000.00 at least thirty (45) days prior to the event each year for the faithful performance of all repairs necessary due to damage caused by XXX, it's agents, employees, invitees. The parties agree to walk through and inspect the premises before and after the event to confirm exact condition of the premises and any necessary repairs.

7. Insurance and Indemnity Requirements.

XXX shall:

a) Provide comprehensive liability insurance insuring itself and City against all claims of damages or injury to persons or property arising for any reason as a result of the activities associated with events permitted by City. The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of $2,000,000 coverage for bodily injury arising out of one incident and $10 Million Dollars aggregate along with a minimum of $2,000.000 products aggregate and a minimum $300,000 fire damage/legal. This policy shall show City as an additional named insured and a copy shall be provided to the Special Events Section of the City Manager's Office no later than forty-five days before the first event.

b) To the fullest extent permitted by law, XXX expressly agrees to indemnify and hold harmless the City of Key West and their respective officers, directors, agents, and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by XXX, or its subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of XXX or its subcontractors, material men, or agents of any tier or their respective employees.

8. Assignment and Hypothecation

This Agreement is not transferable or assignable, except as provided by Resolution of the Key West City Commission.

9. Default, Remedies

In the event that XXX fails to comply with the terms of this agreement, the City shall have the right to terminate the Agreement upon thirty days written notice which shall be delivered pursuant to Section 10 hereof.

10. Independent Contractor

XXX is an independent contractor with respect to the City. No employee or agent of XXX shall be entitled to the wages or benefits of an employee of the City of Key West.

11. Notice

All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to this Agreement to the other, shall be deemed to have been fully given or made or sent when made in writing and received by hand delivery or Certified mail with sufficient postage pre-paid thereon to carry it to its addressed destination and addressed as follows:

To City:	City Manager P.O. Box 1409 Key West, FL 33040
To XXX:	_____ _____ _____

The address to which any notice, demands, or other writing may be given or made or sent to any party mentioned above may be changed by written notice.

12. Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be impaired thereby, but such remaining provisions shall be interpreted and enforced so to achieve, as near as may be, the purpose of this Agreement to the extent permitted by law.

13. Governing Law.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

14. Entire Agreement.

This Agreement sets forth all the covenants, promises, agreements, and understandings between the City and XXX. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the City or XXX unless reduced to writing and duly executed by both parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, XXX and City hereby accept and agree to abide by the terms and condition set forth herein, and have hereunto executed this Agreement, this day of_____, 2019.

CITY OF KEY WEST

By: _____
JAMES SCHOLL, CITY MANAGER

ATTEST:

_____
CHERYL SMITH, CITY CLERK

XXX

By:_____
_____, PRESIDENT

ATTEST:

_____
Secretary

Attachment D

Insurance Requirements

INSURANCE REQUIREMENTS

1.0 **GENERAL INSURANCE REQUIREMENTS:**

1.01 During the Term of the Agreement, the Promoter shall provide, pay for, and maintain with insurance companies satisfactory to the City, the types of insurance described herein.

1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

1.03 The City shall be specifically included as an additional insured on the Promoter's policies with the exception of the Promoter's Workers' Compensation policy and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision).

1.04 With the exception of the required "Special Events" policy the Promoter shall deliver to City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance.

No later than 14 days prior to the event, the Promoter shall provide the City with a complete sample of the required "Special Events" policy for review. The City must approve the sample policy before the Promoter can proceed.

Prior to the commencement of any events associated with this Agreement, the Promoter shall provide the City with a certified and true copy of the required "Special Events" policy.

1.05 If the Promoter fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Promoter refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement.

1.06 The Promoter authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Insurance Requirements, with the Promoter's insurance agents, brokers, surety, and insurance carriers.

1.07 All insurance coverage of the Promoter shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Promoter in this Agreement.

1.08 The acceptance of delivery to the City of any Certificate of Insurance or policies evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown on the Certificates of Insurance or policies are in compliance with the Agreement requirements.

1.09 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance or policies are in effect and the written Notice to Proceed is issued by the City.

1.10 The insurance coverage and limits required of the Promoter under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Promoter. The Promoter alone shall be responsible for the sufficiency of its own insurance program. Should the Promoter have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

1.11 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention, including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Promoter agrees, if required by the City, to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following expiration or termination of the Agreement.

1.12 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

1.13 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

2.01 All requirements in this Insurance Section shall be complied with in full by the Promoter unless excused from compliance in writing by the City.

2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	$1,000,000.00 Limit Each Accident
	$1,000,000.00 Limit Disease Aggregate
	$1,000,000.00 Limit Disease Each Employee

If the Promoter has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Promoter will be required to issue a formal letter (on the Promoter's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Special Events Policy specifically designed for each annual event shall be maintained by the Promoter and shall include the City as an Additional Insured. The term of such policy shall be from the 1st day of the event (to include the prestaging of materials and supplies) thru the last day of the event (to include the striking of material and supplies). Such policy shall include the following coverages:

- Those typically provided by a Commercial General Liability policy
- Activities associated with all racing activities to include, and not limited to the loading and unloading of watercraft, race practice runs, race trial runs and the actual races.

- Parking of vehicles
- Vendor operations
- Liquor Liability
- Spills of fuel

The minimum limits of such policy shall be $5,000,000 per occurrence.

Attachment E
Local Vendor Certification Pursuant to City of Key West Ordinance 09-22
Section 2-798

LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST 0RDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one (1) year immediately prior to the issuance of the solicitation;

b) Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries; and

c) Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

• Not a local vendor pursuant to Ordinance 09-22 Section 2-798
• Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: _____Phone:_____ Current

Local Address: _____Fax:_____ (P.O Box numbers

may not be used to establish status)

Length of time at this address:_____

_____ _____

Signature of Authorized Representative Date

NOTARY

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of _ _____, 20___.

By_____, of_____

(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced_____as identification.

_____

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Return Completed form with

Supporting documents to:

City of Key West Purchasing

Attachment F
Indemnification Form

CITY OF KEY WEST INDEMNIFICATION FORM

CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The PROPOSER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by PROPOSER, or persons employed or utilized by PROPOSER.

The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER's limit of or lack of sufficient insurance protection.

COMPANY SEAL

PROPOSER: _____

_____
Address

_____
Signature

_____ _____
Print Name Date

_____
Title

NOTARY FOR THE PROPOSER

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of _ _____, 20___.

By_____, of_____

(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced_____as identification.

_____

Signature of Notary

_____

Print, Type or Stamp Name of Notary

Return Completed form with Supporting documents to: City of Key West Purchasing

_____

Title or Rank

Attachment G
Anti-Kickback Affidavit

ANTI-KICKBACKAFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

Sworn and subscribed before me this_____day of _____, 20____.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires: _____

Attachment H
Public Entity Crimes Form

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP, Bid or Contract No. _____ for

_____

2. This sworn statement is submitted by ___ (Name of entity submitting sworn statement)

whose business address is _____

_____and (if

applicable) its Federal Employer Identification Number (FEIN) is

_____(If the entity has no FEIN, include the Social

Security Number of the individual signing this sworn statement.)

3. My name is_____and my relationship to
(Please print name of individual signing)

the entity named above is_____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

_____
(Date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this_____day of _____, 20__.

My commission expires:

_____
NOTARY PUBLIC

Attachment I
Non-Collusion Declaration and Compliance

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29

ITEM/SEGMENT NO.:_____
F.A.P. NO.:
PARCEL NO.:
COUNTY OF:
BID LETTING OF:_____ ,_____

I, _____, hereby
(NAME)
declare that I am_____ of_____
(TITLE) (FIRM)
Of_____
(CITY AND STATE)
and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or

other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

PROPOSER: (Seal)

BY:_____ WITNESS:_____
NAME AND TITLE PRINTED

BY:_____ WITNESS:_____
SIGNATURE

Executed on this_____ day of_____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

Attachment J
Cone of Silence Affidavit

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

_____
(signature)

_____
(date)

Sworn and subscribed before me this

_____ Day of _____, 2018.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Attachment K
Equal Benefits for Domestic Partners

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____ _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2015.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

APPENDIX a

Truman Waterfront Park

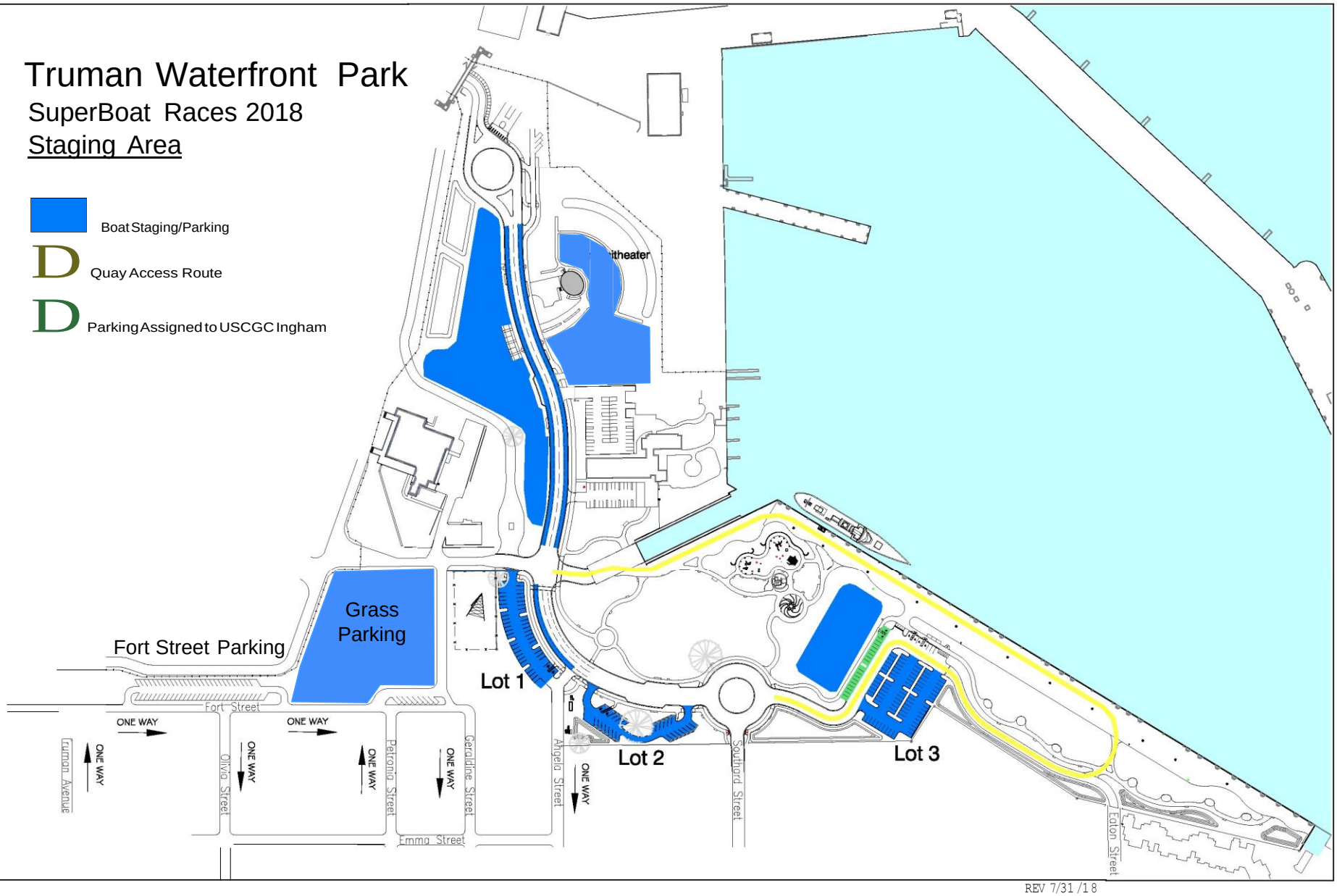
SuperBoat Races 2018

Staging Area

Boat Staging/Parking

D Quay Access Route

D Parking Assigned to USCGC Ingham



REV 7/31/18